

## NAVAJO COUNTY AGENDA ITEM REQUEST FORM

<b>Meeting Date:</b> 11-24-15	<b>Time Needed:</b>
<b>Requesting Department:</b> NCAO	<b>Presenter(s) Name:</b> Lynda Young
<b>Motion before the Board:</b> Approval of Child Support Enforcement IGA between AZ DES and NCAO	
<b>Recommendation:</b> (who, what, where, when, how, etc.) <b>Staff recommends approval</b>	
<p><b>Background:</b> (why should it be done, what will happen if not approved, etc. include resolution)          Navajo County Attorney's Office, specifically Child Support Enforcement, serves Navajo County citizens to ensure child support is paid timely and efficiently. This IGA pays 66% of all operating expenses to run the program from the attorney, child support enforcement agents, an investigator and Superior Court Commissioner and Judicial Assistant.</p>	
<p><b>Fiscal Impact:</b> (what will it cost, where funds will come from, is it budgeted, etc.) Navajo County matches 33% of the operating costs through General Fund.</p>	
<b>Reviewed and approved by:</b>	<div style="display: flex; justify-content: space-around;"> <div>County Manager <input type="checkbox"/></div> <div>County Attorney <input type="checkbox"/></div> <div>Human Resources <input type="checkbox"/></div> <div>Finance <input type="checkbox"/></div> <div>IT <input type="checkbox"/></div> </div>
<p style="text-align: center;"><b>Board Action Taken</b></p> <div style="display: flex; justify-content: space-between;"> <div>Approved <input type="checkbox"/></div> <div>Denied <input type="checkbox"/></div> <div>No Action <input type="checkbox"/></div> <div>Continued <input type="checkbox"/></div> <div>Continued to: _____</div> </div>	
<p>Approved with changes as follows: _____</p>	
<p><b>Clerk's Notes</b></p>	
<b>Date:</b>	<b>Initial:</b>

**REMINDER:** Email this coversheet and all backup documentation to **BOS.Clerk** by **Noon the Tuesday before the BOS meeting.**



### INTERGOVERNMENTAL AGREEMENT (IGA)

This Contract is between the Arizona Department of Economic Security ("ADES/Department") and the Navajo County Board of Supervisors, Office of the County Attorney ("County Attorney").

**WHEREAS** the Department is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

**WHEREAS** the Contractor is duly authorized to execute and administer contracts under A.R.S. §11-201 and,

**WHEREAS** the Department and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

**WHEREAS** the County Attorney is authorized by A.R.S. § 25-509 to represent the State in matters involving Title IV-D of the "Social Security Act," 88 Stat. 2351 (1975), 42 U.S.C. 651 , as amended ("Title IV-D") in Navajo County.

**THEREFORE**, the Department and the Contractor agree to abide by all the terms and conditions set forth in this Contract.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

**FOR AND ON BEHALF OF THE ARIZONA  
DEPARTMENT OF ECONOMIC SECURITY:**

**FOR AND ON BEHALF OF THE NAVAJO  
COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Procurement Officer Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Dawnafe Whitesinger,

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Chairwoman, Board of Supervisors

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
ADES Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

**ARIZONA ATTORNEY GENERAL'S OFFICE**

By: \_\_\_\_\_  
Assistant Attorney General

By: \_\_\_\_\_  
Public Agency Legal Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**1.0 ADES VISION AND MISSION STATEMENTS**

1.1 ADES Vision: Opportunity, assistance and care for Arizonans in need.

1.2 ADES Mission: The Arizona Department of Economic Security makes Arizona stronger by helping Arizonans reach their potential through temporary assistance for those in need, and care for the vulnerable.

**2.0 PARTIES**

2.1 This Intergovernmental Agreement (IGA) is between the ADES and the Navajo County Board of Supervisors, Office of the County Attorney.

**3.0 TERM OF AGREEMENT**

3.1 The term of this Agreement shall have an effective date of October 1, 2015 and shall end on September 30, 2020, unless otherwise agreed upon by both parties in writing.

**3.2 EXTENSION**

This agreement may be extended through a written amendment by mutual agreement of the parties.

**3.3 TERMINATION**

3.3.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

3.3.2 Each party shall have the right to terminate this agreement by providing to the other party written notice of termination at least ninety (90) days prior to the effective date of said termination.

**4.0 AMENDMENTS OR MODIFICATIONS**

4.1 This Agreement may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the agreement, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:

1. Change of telephone number;
2. Change in authorized signatory; and/or,
3. Change in the name, address, or email address of the person to whom notices are to be sent.

**5.0 PURPOSE OF AGREEMENT**

5.1 The purpose of this agreement is to facilitate the use of the County Attorney to establish paternity, establish, modify, or enforce child support orders and medical insurance obligations in Title IV-D matters and to cooperate with ADES in performing the operational requirements of the Title IV-D State Plan under state and federal law.

**6.0 MANNER OF FINANCING**

6.1 Funding for this Agreement comes from an annual grant from the Department of Health and Human Services, Administration for Children and Families, Grant No. G1604AZ4004.

**7.0 SERVICE DESCRIPTION**

7.1 A service that uses administrative and judicial methods to locate parents, establish paternity, establish and modify child support obligations and enforce child/spousal support and the provision of medical insurance.

**8.0 RESPONSIBILITIES**

8.1 The County Attorney shall:

8.1.1 Work all Title IV-D cases assigned to the County consistent with federal and state laws and applicable state and Department policies and procedures.

- 8.1.2 Reflect equal treatment of locate, paternity, establishment and enforcement activities between Temporary Assistance for Needy Families (TANF) and non-TANF cases.
- 8.1.3 Represent the State in Title IV-D matters. Therefore, there is no conflict of interest when the County Attorney provides services to a Title IV-D Custodial Person (CP) with multiple Non-Custodial Parents (NCP) or applicants from the same family unit.
- 8.1.3.1 Although attorneys from the County Attorney's office are providing legal services to establish paternity and establish, modify or enforce support, such attorneys do not represent the CP, NCP, or the child or children in the case, but represent the State of Arizona.
- 8.1.4 Be responsible for all court appearances involving any case within their county's Title IV-D caseload and shall attempt to protect the interest of the State.
- 8.1.5 Represent, upon request, the State in any hearing for a Title IV-D case that is assigned to a different county, but the hearing is scheduled before the court in their county. When there is a conflict in court appearances for which the County Attorney cannot obtain coverage, the County Attorney shall immediately notify the Attorney General's Office, Unit Chief, Legal Counsel Complex Litigation by telephone in order to assist in arranging coverage for the conflicting court appearance.
- 8.1.6 Appear in divorce, probate, and other proceedings where necessary to protect the State's interest in establishing and enforcing support orders, responding to orders, and/or subpoenas for State records.
- 8.1.7 Cooperate with the Attorney General's Office in the handling of bankruptcy cases within the County by:
  - 1) Providing timely notification to the Attorney General's Office of bankruptcy filings;
  - 2) Preparing, or obtaining from other jurisdictions, arrears calculations for the Attorney General's Office and providing supporting court orders and documentation for the filing of claims; and
  - 3) Cooperate with the Attorney General's Office as needed in the handling of bankruptcy cases within the County.
  - 4) Continuing with Paternity, Establishment and Modification actions and ensure that current support is paid on cases within the County Attorney's caseload, even though the obligor has filed a bankruptcy petition.
- 8.2 **ACCESS TO ATLAS**
- 8.2.1 All new County Attorney staff assigned to Title IV-D Child Support cases shall complete ADES required forms and ATLAS security training before being assigned "log on" identifiers for ATLAS.
- 8.2.2 New ATLAS users are required to complete the following forms:
  - 1. J-125, Request for Terminal Access;
  - 2. J-129, Affirmation Statement;
  - 3. CS-169, Conflict of Interest/Confidentiality Statement.
  - 4. The above forms are available electronically upon request. Completed forms shall be sent electronically to ISAADMIN@AZDES.GOV.
- 8.2.3 Arizona Tracking Locate Automated System (ATLAS) Responsibilities: The County Attorney shall load, maintain, and use the ATLAS system consistent with the Department Policy and Procedures, which are on-line in ATLAS or otherwise provided by the Department. All case activity shall be documented on ATLAS. The County Attorney shall track litigation activities using the legal processing screens in ATLAS (LETL and CAHL). The County Attorney shall notify the ATLAS Help Desk of all system-related problems.
- 8.3 **APPEALS/SPECIAL ACTIONS RESPONSIBILITIES**
- 8.3.1 In order to further the State's goal in taking consistent positions before the appellate courts, if the County Attorney is of the opinion that a paternity, establishment, enforcement or any other order is erroneous and presents a question of law or fact warranting an appeal, the County Attorney shall promptly provide the Attorney General's Child Support Services Section Chief Counsel with sufficient case information and documentation to enable the Office of the Attorney General to evaluate the case for appeal on behalf of the State. After consultation with the Assistant Director for Child Support Services, the Attorney General's Office will advise the County Attorney of the approval or disapproval of the request to appeal. In the case of an approval, the County Attorney and Attorney General shall agree as to whom will file the Notice

of Appeal, necessary briefs and the timeframes for exchange of documents. If the request to pursue an appeal is denied, the Attorney General's Office will promptly advise the County Attorney of the reasons for the denial.

- 8.3.2 The Attorney General's Office shall be primarily responsible for answering appellate matters in the County Attorney's caseload. The County Attorney shall notify the Attorney General's Office within two business days of the filing of any appellate matter or special action. Notice includes copies of the Notice of Appeal, Clerk of the Court Index, opening briefs and all relevant portions of the case record and lower court record necessary to answer the opening brief or take other appropriate action. The Attorney General's Office shall also respond to all Judicial Review Act matters filed as to cases in the County Attorney's caseload.

#### **8.4 INDIAN RESERVATION CASES**

- 8.4.1 The County Attorney shall file the matter in State court if State court jurisdiction may be asserted under applicable law. If there is an agreement with the tribe to permit an attorney for the Title IV-D program to appear in tribal court, cases shall be litigated in tribal court if that is where jurisdiction properly lies.
- 8.4.2 If the Department has an agreement with a tribal government which provides that a tribal government entity will perform some or all Title IV-D functions for cases involving its own members, the County Attorney shall refer cases covered by such agreement to the appropriate tribal entity. The Department will notify the County Attorney in writing of any such agreement and will work to ensure compliance with its terms.
- 8.4.3 In the absence of any agreement, those cases referred to the County Attorney in which State court jurisdiction cannot be asserted over the non-custodial person because she/he lives and/or works on an Indian reservation, shall be prepared and filed in the appropriate reservation tribal court or tribunal, if that tribunal will allow the attorney for the State to appear in a representative capacity without charging fees for the case. Preparation of a case to be referred shall be in a form acceptable to the tribal court or tribunal.

#### **8.5 SERVICE TASKS OF THE COUNTY ATTORNEY**

##### **8.5.1 ESTABLISHMENT OF CASES, MAINTENANCE OF CASE RECORDS**

- 8.5.1.1 Make applications for child support services readily accessible to the public;
- 8.5.1.2 Provide or send applications on the day requested by NCP or CP, if requested in person, or within five (5) days if requested by telephone or mail. Along with the Department approved Title IV-D application which includes a description of services, the individual's rights and responsibilities;
- 8.5.1.3 Accept an application as filed on the day it is received;
- 8.5.1.4 Within twenty (20) calendar days of receipt of a referral or filing of an application for services under 45 C.F.R. 302.33, open a case by establishing a case record. The case record shall include all information pertaining to the case, as set forth in 45 C.F.R. 303.2;

#### **8.6 LOCATION AND USE OF LOCATION INFORMATION**

##### **8.6.1 LOCATION OF NON CUSTODIAL PARENTS**

- 8.6.1.1 Within no more than seventy-five (75) calendar days of determining that location of a party is necessary, access all appropriate location sources including ATLAS, and ensure that location information is sufficient to take the next appropriate action in a case as required by 45 C.F.R. § 303.3(b)(3)
- 8.6.1.2 County Attorney shall attempt locate in cases in which previous attempts to locate NCP, their employers, or sources of income and assets have failed when adequate identifying information exists as required by 45 C.F.R. § 303.3(b)(3)
- 8.6.1.3 County Attorney shall attempt to locate NCP's income, assets or professional and recreational licenses, as appropriate under law.

##### **8.7 LOCATION OF CUSTODIAL PARENTS**

- 8.7.1 County Attorney shall attempt to locate Custodial Persons when location is necessary to distribute support.
- 8.7.2 County Attorney shall use State Parent Locate Services' (SPLS) information only as authorized by law.

**8.8 USE OF ATLAS AND FEDERAL PARENT LOCATOR SERVICE (FPLS) INFORMATION**

**8.8.1 SAFEGUARDING OF EXPANDED FPLS INFORMATION**

8.8.2 Locate and other information received by a County Attorney is subject to the safeguarding provision of 42 U.S.C. § 654 (26) and 45 C.F.R. § 303.21 which states that the information received shall be solely used by authorized persons in proceedings or actions to establish paternity, or to establish, modify or enforce support, or to make or enforce a child custody determination, or for investigation/prosecution of child kidnapping laws.

8.8.3 **REQUESTS FOR LOCATE INFORMATION.** Consistent with 42 U.S.C. § 663, only a judicial officer or criminal prosecutor may make a written request for locate information as to a parent or child for the purpose of enforcing custody or visitation orders/laws or prosecuting child kidnapping offenses. Such a request shall be made in writing on a Department approved form sent to the Department States' SPLS.

8.8.4 **NON-DISCLOSURE INDICATOR:** If FPLS information is sought from the Department under the terms of this contract and the Department has information that there is reasonable evidence of domestic violence or child abuse and the disclosure of information could be harmful to the parent or child, the locate information shall not be released. Consistent with 42 U.S.C. § 653 (b) (2) (B) and 663 (d) (2) (B), the FPLS locate information may only be disclosed to a court or its agent after a judicial officer determines that disclosure to the court or its agent would not be harmful to the parent or child. This written determination, when relayed to the Department is transmitted to the Secretary of Health and Human Services and the non-disclosure indicator is temporarily lifted to release the requested information for ~~this~~ the specific request only.

8.8.5 If disclosure is made to a criminal prosecutor, the court should so state and specifically prohibit disclosure to any other person if the court determines that disclosure of such information to any other person would be harmful to the parent or child. The FPLS information shall only be released to any other authorized person under 42 U.S.C. § 653 and 663 after a court determines that release of the information to such an authorized person would not be harmful to the parent or child. Any determination to override a non-disclosure indicator at the Expanded Federal Parent Locator Service shall be in writing, contain findings of fact (including the authorized use to be made of the information), be signed by the judicial officer and request the Department and Secretary of Health and Human Services to provide the information.

**8.9 ESTABLISHMENT OF PATERNITY**

8.9.1 In each Title IV-D case, the County Attorney shall, when necessary attempt to establish paternity.

8.9.2 Check all appropriate databases and other sources including the Office of Vital Records, Superior Court records for the Navajo County and the Hospital Paternity Program Registry to verify whether paternity has already been established.

8.9.3 Within ninety (90) calendar days of locating the alleged father, the County Attorney shall either obtain a stipulated agreement to paternity or file for paternity establishment and complete service of process to establish paternity. Unsuccessful attempts to serve process shall be documented as specified by the Department consistent with 45 C.F.R. 303.3.

8.9.4 Attempts to obtain judgments to recover genetic testing costs, whenever possible and as permitted by federal law. 45 C.F.R 303.5.

8.9.5 In any case in which an alleged father is excluded but more than one alleged father has been identified, attempt to establish paternity for each alleged father identified until paternity is established or all alleged fathers are excluded by court process or genetic tests.

8.9.6 Attempt voluntary paternity acknowledgment using the following methods, including but not limited to: in-office, court stipulations, hospital based programs or medical facilities' programs if available.

8.9.7 Not attempt to establish paternity in any case in which good cause not to proceed (as defined by 45 C.F.R 303.5) has been established.

8.9.8 Afford alleged fathers the opportunity to file an application to request Title IV-D services to initiate a paternity action, and provide them with paternity establishment services.

8.9.9 The County Attorney is required to purchase services for genetic testing under the Department's genetic paternity testing contract.

**8.10 ESTABLISHMENT OF SUPPORT**

- 8.10.1 In each Title IV-D case, the County Attorney shall pursue establishment of support as appropriate pursuant to 45 C.F.R. § 303.4 including:
- 8.10.2 When necessary, attempt to establish an order or complete service of process of a petition for establishment of a support order within ninety (90) calendar days of locating a NCP;
- 8.10.3 If the court dismisses a petition for establishment of a support order without prejudice, examine the reasons for dismissal, determine when it would be appropriate to seek an order in the future, and seek a support order at that time;
- 8.10.4 Establish child support orders from the date of service of process or other successful notification within the following timeframes:
  - 1. seventy-five percent (75%) in six (6) months; and,
  - 2. ninety percent (90%) in twelve (12) months;
- 8.10.5 Ensure that the parties receive a copy of the order; and,
- 8.10.6 Attempt to obtain default orders and judgments if the NCP does not respond to process.

#### **8.11 ESTABLISHMENT OF MEDICAL SUPPORT**

- 8.11.1 In each Title IV-D case, the County Attorney shall:
- 8.11.2 Attempt to include medical support in each new or modified support order;
- 8.11.3 Ensure that the responsible parent or employer provides the health insurance coverage required by the support order;
- 8.11.4 Within three (3) calendar days of receipt of health insurance information, input the policy number, insurance provider and the effective dates of insurance coverage on appropriate ATLAS screen(s).
- 8.11.5 After receipt of a Department list of cases, when appropriate, petition the Court or administrative authority to modify existing support orders to include medical support, in the form of health insurance coverage, and allocation of uncovered medical expenses for the cases identified by the Department, even if no adjustment in the child support amount is necessary; and,
- 8.11.6 Enforce collection of medical support orders which have been reduced to judgment. Verify and document in ATLAS all lapses/terminations in medical insurance ordered by the Court.

#### **8.12 SUPPORT ORDER AND JUDGMENT RECORD**

- 8.12.1 A record of all support orders and judgments in Title IV-D cases must be maintained on ATLAS. Within five (5) days after entry of any local order, judgment or receipt of a responding court's order or judgment in an initiating UIFSA case, the County Attorney shall enter into ATLAS complete information regarding the orders along with the debt information that will allow payment processing by the Arizona Child Support Payment Clearinghouse.
- 8.12.2 **DEBT MANAGEMENT.** For cases with existing court orders, the County Attorney shall establish an accurate, certifiable arrearage amount, including interest, pursuant to Department policy and procedures based on those court orders, any affidavits of direct pay and payment histories, unless there has been a judicial determination of arrearages for the relevant period of time. The County Attorney shall be responsible for correcting incorrect debts on ATLAS as mistakes are discovered. The physical case file shall contain an arrears calculation to support each debt loaded onto ATLAS, except for those determined by a court. The Department shall provide the County Attorney with the Department's Supervisory Debt Review Checklist. The County Attorney shall review five (5) cases per debt worker per month using the Supervisory Debt Review Checklist:
  - a. Court docket number;
  - b. Amount of support ordered, frequency of payment, due date of first and subsequent payments;
  - c. FIPS code, where appropriate;
  - d. Judgment type, amount and period; and set up Debt
- 8.12.3 **Debt Audits.** The County Attorney shall respond timely to annual debt audit requests for case files, debt review feedback and corrective action plans. The County Attorney shall be responsible for correcting identified deficiencies and implementing any required corrective action plans within a reasonable agreed-upon period of time.

**8.13 ENFORCEMENT OF SUPPORT OBLIGATIONS**

8.13.1 In each Title IV-D case in which the obligation to support and the amount of the obligation has been established, the County Attorney shall:

1. Monitor compliance with the support obligation;
2. Enforce the obligation in each case as required by 45 C.F.R. § 303.6;
3. Within thirty (30) calendar days of identification of a delinquency or other support-related noncompliance with the order, initiate any appropriate enforcement actions such as income withholding, unemployment intercept, driver or professional license suspension (A.R.S. § 25-517 and A.R.S. § 25-518) asset seizure or contempt proceedings;
4. Issue administrative income withholding orders, as appropriate, within two days of receipt of an income withholding order work list item;
5. Participate in the Financial Institution Data Match and the Child Support Lien Network process offered through ATLAS automation. These programs are automated and worked by DCSS' Specialized Services Region and at no cost to the County Attorney.

8.13.2 If enforcement attempts are unsuccessful, examine the reasons the attempts have been unsuccessful, determine when it would be appropriate to take additional enforcement action, and initiate appropriate enforcement actions.

**8.14 INTERGOVERNMENTAL RESPONSIBILITIES**

8.14.1 For the intergovernmental cases with its caseload, the County Attorney shall:

8.14.1.1 Cooperate with the Arizona Central Registry;

8.14.1.2 Work intergovernmental cases in accordance with the Uniform Interstate Family Support Act (UIFSA), the Full Faith and Credit for Support Orders Act (FFCCSOA) and any other requirements of federal law and regulations as currently promulgated or adopted during the term of this agreement, specifically including but not limited to 45 C.F.R. § 303.7(D). This shall include both initiating and responding cases;

8.14.1.3 Assert long-arm jurisdiction whenever possible to establish paternity and support;

8.14.1.4 Initiate a case to another jurisdiction if Arizona is unable to take the next appropriate action; and

8.14.1.5 Cooperate with the IV-D agencies of other states or the central authority of another country.

**8.15 REVIEW AND ADJUSTMENT**

8.15.1 At the request of a party subject to the order, the County Attorney shall review any Title IV-D case to determine if modification of the order is appropriate. The review and adjustment of existing orders shall be in accordance with and current Department policy and procedures.

8.15.5 Upon request for review and adjustment by a party subject to another state's order, conduct a review taking the following actions:

1. Contact the issuing state with the order;
2. Provide pertinent information; and,
3. Request that the state with the order conduct the review unless neither party nor the child now resides in that state. If both parties reside in Arizona, should obtain the necessary information and conduct the review. Otherwise, initiate the case to the state where the party not requesting the modification resides.

**8.16 CASE CLOSURE**

8.16.1 The County Attorney shall perform a timely review of all cases eligible for closure and close appropriate cases pursuant to the federal requirements (45 C.F.R. 303.11) and the Department's case closure policy and procedures.

8.16.2 The County Attorney shall close ninety percent (90%) of cases meeting the closure requirements and policy within twelve (12) months of eligibility.

**8.17 SERVICES TO INDIVIDUALS NOT RECEIVING TANF OR TITLE IV-E FOSTER CARE ASSISTANCE:**

8.17.1 The County Attorney shall provide all appropriate Title IV-D services to all individuals who are eligible to receive child support services. The County Attorney shall provide child support services to any individual who:



1. Files an application for services (including alleged fathers and Non-Custodial Persons, as required by law) in an intergovernmental case, only the initiating state may require an application under this section; or
2. Is referred as an MAO recipient; or
3. Has been receiving Title IV-D services and is no longer eligible for assistance under the TANF, IV-E foster care or AHCCCS program, has not requested case closure and whose case does not qualify for closure under Department policy. This includes cases where the individual is not an Arizona resident.

#### **8.18 TANF RESPONSIBILITIES**

8.18.1 **TANF Pre-Eligibility Cooperation:** Cash Assistance Applicants are provided with the Verification of Cooperation (FAA-1221A form) with DCSS and requested to appear at the appropriate Title IV-D/DCSS field office to provide the required information. When all the required information and documentation is obtained, the County Attorney will complete the Title IV-D portion of the FAA-1221A. If a Cash Assistance Applicant (CA) appears in a Title IV-D office that is outside the zip code assignment of that office, the Cash Assistance Applicant must still be assisted with the completion of the FAA-1221A.

8.18.2 **Failure of TANF Recipient to Cooperate and Good Cause Exceptions:** The County Attorney shall follow all state policies and procedures governing cooperation by a TANF or Title XIX recipient with the Title IV-D program including determination of good cause as defined by A.R.S. Section 46-292. The County Attorney will ensure the non-cooperative custodial person has received due process and is afforded an opportunity to cooperate prior to imposing a sanction. Once the custodial person receives due process and remains uncooperative the County Attorney shall appropriately document ATLAS and generate a sanction notice through the IV-A computer system. When the custodial person begins cooperating with the Title IV-D Program, the County Attorney shall document the ATLAS system appropriately. If the custodial person claims good cause for not cooperating, the County Attorney shall refer the claim and supporting documentation to the Department's Office of Special Investigations (OSI). Once the OSI investigation is received, the County Attorney shall make the final determination of good cause.

8.18.3 **Communication Regarding Potential Settlement.** When an offer to settle support arrearages on a case is received, the County Attorney shall notify the DCSS Settlement Team at [DCSSSettlement@azdes.gov](mailto:DCSSSettlement@azdes.gov) which has been designated by the Department to approve such settlements.

#### **8.19 PERFORMANCE STANDARDS AND MEASURES**

8.19.1 Performance standards required by federal statute and regulations set forth in 42 U.S.C. § 652, 45 C.F.R. 302.70, 303.101 and 305.2 are incorporated and made part of this agreement.

8.19.2 The County Attorney shall achieve a compliance rate in accordance with goals set by DCSS.

#### **8.20 PROGRAM PERFORMANCE AUDITS AND REVIEWS**

8.20.1 Performance Audits and Reviews shall be in accordance with 8.19.1.

#### **8.21 CUSTOMER SERVICE**

8.21.1 The County Attorney commits to delivering quality, efficient child support enforcement services to the public. The County Attorney and its representatives shall be respectful, courteous, professional and knowledgeable as to services provided.

8.21.2 The County Attorney commits to providing customer service and access during normal business hours, which includes answering telephone calls, serving walk-in customers and returning telephone messages within two business days. The County Attorney commits to answering any and all customer service inquiries directed to their office on their county caseload. These inquiries include, but are not limited to, questions regarding payments and distribution, debt balances and or adjustments, the accuracy of debts, tax intercept, administrative review and other issues, including automated actions, on the cases.

- 8.21.3 **Payor Receipts.** When a payor pays a support obligation in cash at the County Attorney office, County Attorney staff shall issue the payor a receipt, including the payor's name, ATLAS number, and amount of the payment and the signature of the staff member who accepted the payment. County Attorney staff shall encourage the payor not to make cash payments in the future, but rather to mail a check or money order to the Clearinghouse. When a payor pays at the County Attorney's office with a check, County Attorney shall forward the check to the Clearinghouse, but staff shall provide him/her with an envelope and address of the Clearinghouse and ask him/her to mail it to the Clearinghouse in the future. .
- 8.21.4 **Administrative Review Requests by Obligees Contesting Distribution of Support.** The County Attorney shall notify the Department within twenty-four (24) hours of receiving a written request for administrative review by an obligee contesting distribution pursuant to A.R.S. §46-408 and 25-522. A copy of the written request for administrative review shall be forwarded to the Department within two (2) business days. The Department shall handle all such requests statewide. The County Attorney shall cooperate with the Department and with the Attorney General's Child Support Section by promptly providing necessary information and/or forwarding the case file by express mail to the appropriate person upon request. Should the County Attorney fail to cooperate and such non-cooperation results in a monetary loss to the Department, the Department shall reduce the incentives due the County Attorney in an amount equal to the loss suffered by the Department.
- 8.21.5 When a County Attorney is contacted by the Department regarding a customer service issue, the County Attorney commits to contacting the Department within twenty-four (24) hours and to research the issue(s) within two (2) business days.

## **8.22 REIMBURSEMENT REQUIREMENTS:**

- 8.22.1 The County Attorney shall submit an annual summary operating budget based on federal fiscal year to ADES prior to September 1<sup>st</sup> of any year this agreement is in effect which reflects the projected County Attorney expenditures for child support enforcement activities.
- 8.22.2 If the County Attorney intends to claim reimbursement for indirect costs as part of its annual summary operating budget, it shall provide ADES with a copy of its cost allocation plan annually. The plan shall comply with the standards contained in OMB Circular A-87 and subject to written approval from the ADES. The approval shall be provided prior to the date of any period for which reimbursement is requested.
- 8.22.3 Actual, allowable expenditures shall be determined in accordance with provisions of this agreement, 45 C.F.R. 74.1, et seq. and 45 C.F.R. 304.
- 8.22.4 When the Federal Office of Child Support Enforcement conducts a financial audit and disallows County Attorney expenses already reimbursed by ADES, the County Attorney shall be liable for an amount equal to any disallowance as to its expenses.

## **8.23 THE ADES WILL**

- 8.23.1 Reimburse the County Attorney for costs incurred in the delivery of Contract services during the term of this Agreement.
- 8.23.2 Under this agreement the reimbursement rate shall be at the applicable amount established by the federal government in accordance with 42 U.S. Code, Section 655 (a)(2).
- 8.23.3 Upon request DCSS and the Attorney General's Office shall permit County Attorney to participate in ATLAS and other training opportunities available to DCSS and the Attorney General Office employees.

## **8.24 INCENTIVE PAYMENTS:**

- 8.24.1 The ADES will pay the County Attorney an amount equal to the proportionate share of incentives earned based on performance in the five federally established incentive measures for the quarter in which the incentives are earned. The County Attorney's proportionate share shall be based upon the methodology set forth in the ADES current incentive policy, which is incorporated by reference into this agreement.
- 8.24.2 The ADES will determine incentive payments for each County Attorney based on performance in the five federally established incentive measures.
- 8.24.3 Incentives paid each quarter to the counties are calculated based on "Arizona IV-D Incentive Distribution
- 8.24.4 Arizona allocates the Incentive Pool based on the federal incentive distribution model which includes the following five (5) performance measures:

1. Paternity Establishment Percentage;
2. Percentage of cases with support orders;
3. Collection rate of current support
4. Percentage of cases with collection on arrears and
5. Cost Effectiveness Ratio (total dollars collected per dollar of expenditures).

- 8.24.5 Collections are calculated by county for both DCSS and County Attorney run programs.
- 8.24.6 Cost by county includes courts, DCSS local offices and the central admin allocated costs.
- 8.24.7 State Share of Retained Earnings retained and passed to the County Attorney since they run their own program.
- 8.24.8 Incentives are paid to county courts for services rendered.
- 8.24.9 The County Attorney agrees to isolate incentive payments received from other funding and dedicate the use of such payments solely for the enhancement of the County Attorneys' Title IV-D program. Expenditure of incentive payments must follow the requirements of Section 7309 of the Deficit Reduction Act of 2005.

**8.25 STATE SHARE OF RETAINED EARNINGS:**

- 8.25.1 ADES will pay the County Attorney its share of Retained Earnings based upon the methodology set forth in the ADES current State Share of Retained Earnings (SSRE) policy.
- 8.25.2 The County Attorney must have budgeted expenditures in County Attorney appropriated funds for the Title IV-D Program at least equal to the County Attorney Title IV-D contribution for the latest fiscal year the County Attorney participated in the sharing of SSRE.
- 8.25.3 ADES will pay the County Attorney within forty-five (45) days after the end of the quarter for which it was earned.

**8.26 REPORTING REQUIREMENTS**

- 8.26.1 The Contractor shall provide to ADES the following reports:
- 8.26.2 A Monthly End Production Report, consistent with Appendix A, no later than fifteen (15) days following each month during the contract term.
- 8.26.3 County Attorney shall provide all reports to the Department no later than the 28th day following each month during the contract term. All reports shall reference the contract number and be submitted to the person designated by the Department in a manner agreed upon by the Department.
- 8.26.4 No later than forty-five (45) days following the termination of this Contract, the County Attorney shall submit to the Department a final program and fiscal report.
- 8.26.5 Reports shall be sent to:

Arizona Department of Economic Security  
 Division of Child Support Services  
 Contracts Unit, Site Code 019A  
 PO Box 40458  
 Phoenix, AZ 85067-0458

- 8.26.6 The County Attorney shall submit the Certificate of Insurance as specified in Paragraph 21.2 of this Agreement to:

Arizona Department of Economic Security  
 Division of Child Support Services  
 Contracts Unit, Site Code 019A  
 PO Box 40458  
 Phoenix, AZ 85067

**8.27 PAYMENT REQUIREMENTS**

- 8.27.1 Upon receipt of CS-016-FF, Certified Public Expenditure Statement (CPES), ADES will reimburse the County Attorney for costs incurred in the delivery of Contract Services during the term of this Agreement.

- 8.27.2 County Attorney shall include supporting expense documents each month with the submission of the CPES.
- 8.27.3 CPES and supporting expense documents shall be submitted no later than (28) days after the end of the month services were provided.
- 8.27.4 CPES shall be submitted to:

Arizona Department of Economic Security  
Division of Child Support Services  
Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 8.27.5 Services provided to ADES will be paid to the County Attorney via Automated Clearing House (ACH) by using the ACH process. Instructions and downloadable forms are found at <https://gao.az.gov/sites/default/files/GAO-618%20ACH%20Vendor%20Authorization%20030215-S%26S.pdf>

## **8.28 NOTICES**

- 8.28.1 All notices to the County Attorney regarding this agreement shall be sent to the following address:

Brad Carlyon, Navajo County Attorney,  
Attention: Cheryl Harris  
PO Box 668  
Holbrook, AZ 86025

- 8.28.2 All notices to the ADES regarding this agreement shall be sent to the following address:

Arizona Department of Economic Security  
Division of Child Support Services  
Contracts Unit, Site Code 019A  
PO Box 40458  
Phoenix, AZ 85067-0458

- 8.28.3 Upon contract award, DCSS may establish an email address for all notices, claims and reports to be sent to.

## **9.0 APPLICABLE LAW**

- 9.1 This Contract shall be governed and interpreted by the laws of the State of Arizona. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the County Attorney shall maintain all applicable licenses and permit requirements.
- 9.2 In accordance with ARS § 41-2501, et. seq, and AAC R2-7-101 et seq, this Agreement shall be governed and interpreted by the laws of the State of Arizona.

## **10.0 ARBITRATION**

- 10.1 The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518 except as may be required by other applicable statutes.

## **11.0 AUDIT**

- 11.1 In accordance with A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

**12.0 CONFLICT OF INTEREST**

- 12.1 All staff and management associated with the Contract shall be required to identify whether they are party to a current child support case in Arizona. This includes phlebotomists who subcontract. If it is determined that the County Attorney, an employee of the County Attorney, or a subcontractor to the County Attorney is a party to a child support case or has a family member who is a party to a case, a conflict of interest shall be deemed to exist if that staff member or subcontractor is actively involved in the case. The County Attorney shall immediately notify the Department of the conflict of interest, and ensure that the staff member or subcontractor will have no involvement in the case or ask to have the case reassigned to a regional office managed by ADES.

**13.0 CONFIDENTIALITY**

- 13.1 County Attorney shall adhere to standards of confidentiality of record maintenance in accordance with the law and DCSS policy. The County Attorney agrees that any information provided by the Department or the State relative to the applicants or recipients of public assistance shall be used only for the administration of this contract, or in any investigation or civil proceeding conducted pursuant to this contract. The County Attorney shall provide safeguards to restrict the use or disclosure of any information concerning any individual who is party to a case. The County Attorney understands that revealing any information concerning the NCP or CP, one to the other, is in violation of the law and grounds for immediate termination of this contract. This includes, but is not limited to, revealing the date, location and time that a party to a case is scheduled for paternity testing.
- 13.2 The safeguards provided shall also prohibit disclosure of any information which identifies by name, address, or social security number the Custodial Person to any committee or legislative body. The County Attorney agrees that any federal or state tax-related information shall be treated as confidential and shall not be disclosed.
- 13.3 The County Attorney shall establish and maintain procedures and controls that are acceptable to the Department for the purpose of assuring that no information contained in its records or obtained from the Department, or from others carrying out its functions under the contract, shall be used or disclosed by the County Attorney or by the County Attorney's agents, officers or employees except as required to perform duties under the contract. Persons requesting such information shall be referred to the Department. The County Attorney also agrees that any information pertaining to an individual shall not be disclosed other than to employees or officers of the County Attorney for the performance of duties under the contract, unless otherwise agreed to in writing by the Department.
- 13.4 The County Attorney agrees not to use or permit the use of the names and/or addresses of individuals referred from the Department for any commercial purpose.
- 13.5 The County Attorney shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the County Attorney shall release information to the ADES and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

**14.0 CONFLICT OF INTEREST**

- 14.1 In accordance with A.R.S. §38-511, the State may within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party to the Agreement with respect to the matter of the Agreement.

**15.0 DATA SHARING AGREEMENT**

- 15.1 When determined by the Department that sharing of confidential data will occur with the County Attorney, the County Attorney shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work

commencing or data shared. A separate Data Sharing Request Agreement shall be required between the County Attorney and each ADES Program sharing confidential data.

**16.0 E-VERIFY**

16.1 In accordance with A.R.S. §41-4401, the parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.

**17.0 FEDERAL IMMIGRATION AND NATIONALITY ACT**

17.1 By entering into the Agreement, the County Attorney warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The County Attorney shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Agreement. The County Attorney and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

17.2 The State may request verification of compliance for any County Attorney or subcontractor performing work under the Agreement. Should the State suspect or find that the County Attorney or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the County Attorney. All costs necessary to verify compliance are the responsibility of the County Attorney.

**18.0 INDEMNIFICATION**

18.1 Indemnification for County Attorney:

18.1.1 Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

18.2 Indemnification for Subcontractor

18.2.1 In addition, the County Attorney shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the County Attorney's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

**19.0 INSURANCE REQUIREMENTS**

19.1 **INSURANCE REQUIREMENTS FOR GOVERNMENTAL PARTIES TO AN IGA:**

19.1.1 None.

19.2 **INSURANCE REQUIREMENTS FOR ANY CONTRACTORS USED BY A PARTY TO THE INTERGOVERNMENTAL AGREEMENT:**

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or County Attorney from liabilities that might arise out of the performance of the work under this Agreement by the County Attorney, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

1. **Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the County Attorney”.**

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the County Attorney, involving automobiles owned, leased, hired or borrowed by the County Attorney”.**
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the County Attorney

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident \$ 500,000
  - Disease – Each Employee \$ 500,000
  - Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the County Attorney.
    - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.
  2. **Additional Insurance Requirements:** The policies shall contain, or be endorsed to contain, the following provisions:
    1. The State of Arizona and the Department of Economic Security, wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement.
    2. The contractor's insurance coverage shall be primary insurance with respect to all other available sources.
    3. Coverage provided by the contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  3. **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.
  4. **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the County Attorney from potential insurer insolvency.
  5. **Verification of Coverage:** County Attorney shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of Agreement.
- All certificates required by this Agreement shall be sent directly to **Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Reporting Requirements specifies otherwise. The State of Arizona contract number and contract description shall be noted or referenced on the certificate of insurance.** The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**
6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
  7. **Approval:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Department of Administration, Risk Management



Section, whose decision shall be final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

8. **Exceptions:** In the event the County Attorney or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

**20.0 IT 508 COMPLIANCE**

- 20.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. §41-3531 and §3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

**21.0 NON-AVAILABILITY OF FUNDS**

- 21.1 In accordance with A.R.S. §35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event his provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**22.0 NON-DISCRIMINATION**

- 22.1 The County Attorney shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State law, rules and regulations, including the Americans with Disabilities Act.

**23.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED**

- 23.1 Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers

**24.0 RIGHT OF OFFSET**

- 24.1 The Department shall be entitled to offset against any sums due the County Attorney, any expenses or costs incurred by the Department, or damages assessed by the Department concerning the County Attorney's non-conforming performance or failure to perform the Agreement, including expenses, costs and damages.

**25.0 SAFEGUARDING OF TAX INFORMATION PER IRS PUBLICATION 1075**

- 25.1 The County Attorney agrees to comply with all federal statutory and regulatory provisions requiring that tax information be safeguarded and kept confidential. See **IRS PUBLICATION 1075**.

**26.0 PERFORMANCE**

In performance of this contract, the County Attorney agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be done under the supervision of the County Attorney or the County Attorney's employees.

Any tax return or tax return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the County Attorney will be prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

The County Attorney certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the County Attorney at the time the work is completed. If immediate purging of all data storage components is not possible, the County Attorney certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the County Attorney will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

The County Attorney will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

## **27.0 CRIMINAL/CIVIL SANCTIONS:**

Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five (5) years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount

equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

Additionally, it is incumbent upon the County Attorney to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to County Attorneys by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a County Attorney, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. The agency will have the right to void the contract if the County Attorney fails to provide the safeguards described above.

**28.0 INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the County Attorney for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the County Attorney is found to be noncompliant with contract safeguards.

**29.0 THIRD- PARTY ANTITRUST VIOLATIONS**

29.1 The County Attorney assigns to the Department any claim for overcharges resulting from antitrust violations concerning materials or services supplied by third parties to the County Attorney, toward fulfillment of this Agreement.

**30.0 ATTACHMENTS**

30.1 The following list of Attachments constitutes an integral part of subject agreement:  
30.2 ATTACHMENT 1 - Certification Regarding Lobbying  
30.3 ATTACHMENT 2 - Certification Regarding Maintenance of Effort  
30.4 ATTACHMENT 3 - Sub-recipient Fact Sheet

**31.0 EXHIBITS**

31.1 The following list of Exhibits constitutes an integral part of subject agreement:  
31.2 Certification Regarding Lobbying

**32.0 APPENDIX A**

32.1 Monthly Reporting Requirements

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

---

APPLICANT ORGANIZATION

DATE SUBMITTED

**CERTIFICATION REGARDING MAINTENANCE OF EFFORT**

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the Grants for Judicial Services by

\_\_\_\_\_, will be in addition to, and not in  
(Applicant Organization)  
substitution for, comparable activities previously carried on without Federal assistance.

\_\_\_\_\_  
Signature of Authorized Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## SUBRECIPIENT FACT SHEET

In accordance with OMB Circular A-133, Subpart D, §400(d), the following information is being provided to all sub recipients that receive federal awards passed through from the Department of Economic Security (Department).

**Official/Legal Name of Sub recipient:**

**Navajo County Board of Supervisors, Office of the County Attorney ("County Attorney").**

*(From the Contract)*

**Contract #** \_\_\_\_\_

**Federal Employer Taxpayer ID #** 866000444

- Federal Grantor's Name Department of Health and Human Services  
\_\_\_\_\_
- CFDA Title and Number 93.563  
\_\_\_\_\_
- Award Name and Number Arizona Department of Economic Security  
\_\_\_\_\_
- Award Period October 1, 2015 through September 30, 2020
- Pass-through Number Assigned by the Department G1604AZ4004

(For example: **DES93.48599**, where DES identifies that these monies were passed through from the Department, 93.485 is the CFDA number, and 99 is the award year. OMB Circular A-133 requires that federal awards received by a subrecipient be identified on its Schedule of Expenditures of Federal Awards with the name of the pass-through entity and identifying number assigned by the pass-through entity.)

A copy of this Fact Sheet should be retained by the program and the subrecipient for audit purposes.

## Appendix A

Month End Production Report<sup>1</sup> shall contain the following:

1. Number of court hearing conducted
2. Number of judgments obtained
3. Total amount of judgments
4. Number of legal actions filed
5. Number of actions commenced based on the filing of another party
6. Number of establishment stipulations or establishment done by fast-track process
7. Percentage of hearing quashed for lack of service
8. Number of new establishment orders
9. Cumulative amount of new establishment orders
10. Number of support orders entered by default
11. Number of new paternity orders
12. Number of children for whom paternity was established
13. Number of modifications resolved by hearing
14. Cumulative change from modifications resolved by hearing
15. Number of simplified modifications resolved without hearing
16. Cumulative change from simplified modifications resolved without hearing
17. Enforcement matters resolved (judgments)
18. Number of contempt findings
19. Number of parties jailed for civil contempt

---

<sup>1</sup> Most of the information required in this statistical report is generated by ATLAS through use of the legal processes tracking screens in ATLAS.